

APR 19 2006

PTO/SB/17 (01-08)

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U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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Fees pursuant to the Consolidated Appropriations Act, 2005 (H.R. 4818).

FEE TRANSMITTAL
For FY 2006☐ Applicant claims small entity status. See 37 CFR 1.27

TOTAL AMOUNT OF PAYMENT (\$) 130

Complete if Known

Application Number	10/068,047
Filing Date	February 5, 2002
First Named Inventor	Ernest C. Chen
Examiner Name	TORRES, Juan A.
Art Unit	2631
Attorney Docket No.	PD-201151

METHOD OF PAYMENT (check all that apply)

- ☐ Check ☐ Credit Card ☐ Money Order ☐ None ☐ Other (please identify): _____
- ☒ Deposit Account Deposit Account Number: 50-0383 Deposit Account Name: The DIRECTV Group, Inc.
- For the above-identified deposit account, the Director is hereby authorized to: (check all that apply)
- ☒ Charge fee(s) indicated below ☐ Charge fee(s) indicated below, except for the filing fee
- ☒ Charge any additional fee(s) or underpayments of fee(s) under 37 CFR 1.16 and 1.17 ☒ Credit any overpayments

WARNING: Information on this form may become public. Credit card information should not be included on this form. Provide credit card information and authorization on PTO-2038.

FEE CALCULATION (All the fees below are due upon filing or may be subject to a surcharge.)**1. BASIC FILING, SEARCH, AND EXAMINATION FEES**

Application Type	FILING FEES		SEARCH FEES		EXAMINATION FEES		Fees Paid (\$)
	Fee (\$)	Small Entity Fee (\$)	Fee (\$)	Small Entity Fee (\$)	Fee (\$)	Small Entity Fee (\$)	
Utility	300	150	500	250	200	100	
Design	200	100	100	50	130	65	
Plant	200	100	300	150	160	80	
Reissue	300	150	500	250	600	300	
Provisional	200	100	0	0	0	0	

2. EXCESS CLAIM FEES**Fee Description**

Each claim over 20 (including Reissues)

Each independent claim over 3 (including Reissues)

Multiple dependent claims

Fee (\$)	Small Entity Fee (\$)
50	25
200	100
360	180

Total Claims	Extra Claims	Fee (\$)	Fee Paid (\$)
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- 20 or HP =

x

=

HP = highest number of total claims paid for, if greater than 20.

Indep. Claims	Extra Claims	Fee (\$)	Fee Paid (\$)
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- 3 or HP =

x

=

HP = highest number of independent claims paid for, if greater than 3.

3. APPLICATION SIZE FEE

If the specification and drawings exceed 100 sheets of paper (excluding electronically filed sequence or computer listings under 37 CFR 1.52(e)), the application size fee due is \$250 (\$125 for small entity) for each additional 50 sheets or fraction thereof. See 35 U.S.C. 41(a)(1)(G) and 37 CFR 1.16(s).

Total Sheets	Extra Sheets	Number of each additional 50 or fraction thereof	Fee (\$)	Fee Paid (\$)
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- 100 =

/ 50 =

(round up to a whole number) x

=

4. OTHER FEE(S)

Non-English Specification, \$130 fee (no small entity discount)

Other (e.g., late filing surcharge): Terminal disclaimer fee under 37 CFR 1.20(d)

Fees Paid (\$)

\$130

SUBMITTED BY

Signature		Registration No. (Attorney/Agent) 33,179	Telephone 310-964-4815
Name (Print/Type)	Georgann S. Grunebach	Date April 19, 2006	

This collection of information is required by 37 CFR 1.136. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 30 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

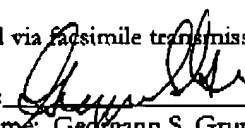
If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant:	Ernest C. Chen et al.	Examiner:	Juan A. Torres
Serial No.:	10/068,047	Group Art Unit:	2631
Filed:	February 5, 2002	Docket:	PD-201151
Title:	DUAL LAYER SIGNAL PROCESSING IN A LAYERED MODULATION DIGITAL SIGNAL SYSTEM		

CERTIFICATE OF MAILING OR TRANSMISSION UNDER 37 CFR 1.8

I hereby certify that this correspondence is being filed via facsimile transmission to the U.S. Patent and Trademark Office on April 19, 2006.

By: 
Name: Georgann S. Grunebach
Registration No. 33,179

**TERMINAL DISCLAIMER TO OBVIATE
A DOUBLE PATENTING REJECTION**

The DIRECTV Group, Inc., a corporation organized and existing under the laws of the State of Delaware, having its primary place of business at 2250 E. Imperial Highway, P.O. Box 956, El Segundo, CA 90245-0956 in the State of California, represents that it is the owner of the entire right, title and interest in U.S. Patent Application Serial No. 10/068,047, filed February 5, 2002 and entitled DUAL LAYER SIGNAL PROCESSING IN A LAYERED MODULATION DIGITAL SIGNAL SYSTEM, by virtue of our assignment to the Hughes Electronics Corporation filed on November 21, 2002 and a subsequent merger of The DIRECTV Group, Inc. with and into the Hughes Electronics Corporation. Attached herewith is a Certificate Under 37 C.F.R. § 3.73(b) establishing The DIRECTV Group, Inc.'s right as assignee to take action.

The DIRECTV Group, Inc. hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term as presently shortened by any terminal disclaimer, of U.S. Patent Application Serial No(s). 10/068,039 and hereby agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that it and U.S. Patent Application Serial No(s). 10/068,039 are commonly owned. This agreement runs with any patent granted on the above-identified application and is binding upon the grantee, its successors, or assigns.

04/20/2006 TL0111 00000039 500383 10060047
01 FC:1814 130.00 DA

Serial No. 10/068,047

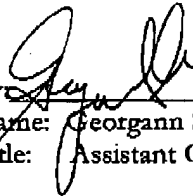
PATENT

In making the above disclaimer, The DIRECTV Group, Inc. does not disclaim the terminal part of any patent granted on the above-identified application that would extend to the expiration date of the full statutory term as presently shortened by any terminal disclaimer of the United States Patent Application Serial No(s). 10/068,039, in the event that such issued patent: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 C.F.R. § 1.321(a), has all claims canceled by a reexamination certification, is reissued, or is otherwise terminated prior to the expiration of its full statutory term as presently shortened by any terminal disclaimer.

For submissions on behalf of an organization (e.g. corporation, partnership, university, government agency, etc.), the undersigned (whose title is supplied below) is empowered to act on behalf of the organization.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, as the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date: April 19, 2006

By: 
Name: Georgann S. Grunebach
Title: Assistant General Counsel

PATENTIN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant:	Ernest C. Chen et al.	Examiner:	Juan A. Torres
Serial No.:	10/068,047	Group Art Unit:	2631
Filed:	February 5, 2002	Docket:	PD-201151
Title:	DUAL LAYER SIGNAL PROCESSING IN A LAYERED MODULATION DIGITAL SIGNAL SYSTEM		

CERTIFICATE UNDER 37 C.F.R. § 3.73(b)

The DIRECTV Group, Inc., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 2250 E. Imperial Highway, P.O. Box 956, El Segundo, CA 90245-0956, certifies that it is the assignee of the entire right, title, and interest in the patent application identified above by virtue of:

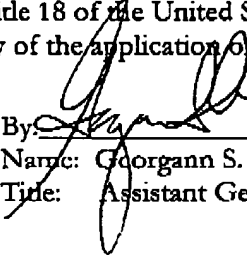
An assignment from the inventor(s), Ernest C. Chen, Tiffany S. Furuya, Philip R. Hilmes, and Joseph Santoru to Hughes Electronics Corporation, of the patent application identified above. The assignment was filed in the U.S. Patent and Trademark Office on February 5, 2002 at Reel 012582, at Frames 0249-0256, (copy attached) and a merger of the DIRECTV Group, Inc. with Hughes Electronics Corporation, of March 16, 2004; evidence of which is attached hereto.

The DIRECTV Group, Inc. owns 100% interest in the above-identified patent application.

The undersigned (whose title is supplied below) is empowered to act on behalf of the assignee.

I hereby declare that all statements made herein of my own knowledge are true, and that all statements made on information and belief are believed to be true; and further, that these statements are made with the knowledge that willful false statements, as the like so made, are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Date: April 19, 2006

By: 
Name: Georgann S. Grunebach
Title: Assistant General Counsel

HUGHES**ASSIGNMENT**Page 1 of 2
PD-201151

WHEREAS, I, as below named sole inventor (if only one name is listed below) or joint inventor (if plural names are listed below) of the city and state as stated below next to my name, have invented a(an) DUAL LAYER SIGNAL PROCESSING IN A LAYERED MODULATION DIGITAL SIGNAL SYSTEM for which application for Letters Patent of the United States has been executed by me on this day, or (if the following is completed) filed on _____ as Serial No. _____; and

WHEREAS, HUGHES ELECTRONICS CORPORATION, (hereinafter referred to as HUGHES), a Delaware Corporation, having its principal place of business in El Segundo, California, is desirous of acquiring the entire and exclusive right, title and interest in, to and under said invention, said application and any and all Letters Patent that may be granted therefor in the United States and throughout the world;

NOW, THEREFORE, in consideration of the obligations voluntarily assumed by me and set forth in an invention agreement between me and my employer, effective the date as stated below next to my name, and other good and valuable consideration, receipt of which is hereby acknowledged, I do hereby sell, assign and transfer to HUGHES, its successors, assigns or other legal representatives, the entire and exclusive right, title and interest in and to said invention invented by me, to said application and any and all applications which are continuations, continuations-in- part, divisions or substitutes of said application and any and all Letters Patent that may be granted therefor in the United States and throughout the world on any of said applications and to any and all reexaminations, reissues, renewals or extensions of said Letters Patent in the United States and throughout the world for the full term or terms for which said Letters patent may be granted in the United States and throughout the world; authorize and request The Commissioner of Patents and Trademarks of the United States and all foreign countries to issue all such Letters Patent to said HUGHES, its successors, assigns or other legal representatives; covenant that no assignment, sale, agreement, transfer or encumbrance has been, or will be, made or entered into which would conflict with this assignment, sale and transfer; and agree to communicate to HUGHES, its successors, assigns or other legal representatives, upon request and at no cost or expense to me, any facts known by me respecting said invention, do all lawful acts, including the execution and delivery of all papers and proper oaths and giving of testimony that is deemed necessary or desirable by HUGHES, its successors, assigns or other legal representatives with regard to said invention for protecting, obtaining, maintaining and enforcing any and all of said Letters Patent in the United States and throughout the world for said invention and for perfecting, affirming, recording and maintaining the title of HUGHES, its successors, assigns or other legal representatives, and generally cooperate to the fullest extent in all matters pertaining to said invention, and any and all of said Letters Patent and the title thereto in HUGHES, its successors, assigns or other legal representatives.

ASSIGNMENT
Page 2 of 2
PD-201151

IN WITNESS WHEREOF, I have executed this instrument.

FULL NAME OF SOLE OR JOINT INVENTOR Ernest C. Chen	INVENTOR'S SIGNATURE <i>Ernest C. Chen</i>	DATE 1-15-02
RESIDENCE (CITY AND STATE) San Pedro, California		INVENTION AGREEMENT DATE August 22, 1978

FULL NAME OF SOLE OR JOINT INVENTOR Tiffany S. Furuya	INVENTOR'S SIGNATURE	DATE
RESIDENCE (CITY AND STATE) Los Angeles, California		INVENTION AGREEMENT DATE

FULL NAME OF SOLE OR JOINT INVENTOR Philip R. Hilmes	INVENTOR'S SIGNATURE	DATE
RESIDENCE (CITY AND STATE) Santa Monica, California		INVENTION AGREEMENT DATE

FULL NAME OF SOLE OR JOINT INVENTOR Joseph Santoru	INVENTOR'S SIGNATURE	DATE
RESIDENCE (CITY AND STATE) Agoura Hills, California		INVENTION AGREEMENT DATE February 27, 1984

FULL NAME OF SOLE OR JOINT INVENTOR	INVENTOR'S SIGNATURE	DATE
RESIDENCE (CITY AND STATE)		INVENTION AGREEMENT DATE

STATE OF California)

COUNTY OF Los Angeles)

SS:

On January 15, 2002 before me, Ruby Ann Ross-Gilliam
a Notary Public in and for said State, personally appeared
Ernest C. Chen

☒ personally known to me or ☐ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public

Ruby Ann Ross-Gilliam

HUGHES**ASSIGNMENT**Page 1 of 2
PD-201151

WHEREAS, I, as below named sole inventor (if only one name is listed below) or joint inventor (if plural names are listed below) of the city and state as stated below next to my name, have invented a(an) **DUAL LAYER SIGNAL PROCESSING IN A LAYERED MODULATION DIGITAL SIGNAL SYSTEM** for which application for Letters Patent of the United States has been executed by me on this day, or (if the following is completed) filed on _____ as Serial No. _____; and

WHEREAS, **HUGHES ELECTRONICS CORPORATION**, (hereinafter referred to as **HUGHES**), a Delaware Corporation, having its principal place of business in El Segundo, California, is desirous of acquiring the entire and exclusive right, title and interest in, to and under said invention, said application and any and all Letters Patent that may be granted therefor in the United States and throughout the world;

NOW, THEREFORE, in consideration of the obligations voluntarily assumed by me and set forth in an invention agreement between me and my employer, effective the date as stated below next to my name, and other good and valuable consideration, receipt of which is hereby acknowledged, I do hereby sell, assign and transfer to **HUGHES**, its successors, assigns or other legal representatives, the entire and exclusive right, title and interest in and to said invention invented by me, to said application and any and all applications which are continuations, continuations-in-part, divisions or substitutes of said application and any and all Letters Patent that may be granted therefor in the United States and throughout the world on any of said applications and to any and all reexaminations, reissues, renewals or extensions of said Letters Patent in the United States and throughout the world for the full term or terms for which said Letters patent may be granted in the United States and throughout the world; authorize and request The Commissioner of Patents and Trademarks of the United States and all foreign countries to issue all such Letters Patent to said **HUGHES**, its successors, assigns or other legal representatives; covenant that no assignment, sale, agreement, transfer or encumbrance has been, or will be, made or entered into which would conflict with this assignment, sale and transfer; and agree to communicate to **HUGHES**, its successors, assigns or other legal representatives, upon request and at no cost or expense to me, any facts known by me respecting said invention, do all lawful acts, including the execution and delivery of all papers and proper oaths and giving of testimony that is deemed necessary or desirable by **HUGHES**, its successors, assigns or other legal representatives with regard to said invention for protecting, obtaining, maintaining and enforcing any and all of said Letters Patent in the United States and throughout the world for said invention and for perfecting, affirming, recording and maintaining the title of **HUGHES**, its successors, assigns or other legal representatives, and generally cooperate to the fullest extent in all matters pertaining to said invention, and any and all of said Letters Patent and the title thereto in **HUGHES**, its successors, assigns or other legal representatives.

IN WITNESS WHEREOF, I have executed this instrument.

FULL NAME OF SOLE OR JOINT INVENTOR Ernest C. Chen	INVENTOR'S SIGNATURE	DATE
RESIDENCE (CITY AND STATE) San Pedro, California	INVENTION AGREEMENT DATE August 22, 1978	

FULL NAME OF SOLE OR JOINT INVENTOR Tiffany S. Furuya	INVENTOR'S SIGNATURE <i>Tiffany S. Furuya</i>	DATE Jan 07, 2002
RESIDENCE (CITY AND STATE) Los Angeles, California	INVENTION AGREEMENT DATE	

FULL NAME OF SOLE OR JOINT INVENTOR Phillip R. Hilmes	INVENTOR'S SIGNATURE <i>Phillip R. Hilmes</i>	DATE 1-7-02
RESIDENCE (CITY AND STATE) Santa Monica, California	INVENTION AGREEMENT DATE	

FULL NAME OF SOLE OR JOINT INVENTOR Joseph Santoru	INVENTOR'S SIGNATURE	DATE
RESIDENCE (CITY AND STATE) Agoura Hills, California	INVENTION AGREEMENT DATE February 27, 1984	

FULL NAME OF SOLE OR JOINT INVENTOR	INVENTOR'S SIGNATURE	DATE
RESIDENCE (CITY AND STATE)	INVENTION AGREEMENT DATE	

STATE OF California)
COUNTY OF Los Angeles)

SS:

On January 7, 2002 before me, Ruby Ann Ross-Gilliam _____
a Notary Public in and for said State, personally appeared _____
Tiffany S. Furuya and Philip R. Hilmes _____

☒ personally known to me, ~~or by personal knowledge~~ on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ they executed the same in ~~his/her/their~~ their authorized capacity(ies), and that by ~~his/her/their~~ their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public

Ruby Ann Ross-Gilliam

HUGHES**ASSIGNMENT**Page 1 of 2
PD-201151

WHEREAS, I, as below named sole inventor (if only one name is listed below) or joint inventor (if plural names are listed below) of the city and state as stated below next to my name, have invented a(an) **DUAL LAYER SIGNAL PROCESSING IN A LAYERED MODULATION DIGITAL SIGNAL SYSTEM** for which application for Letters Patent of the United States has been executed by me on this day, or (if the following is completed) filed on _____ as Serial No. _____; and

WHEREAS, **HUGHES ELECTRONICS CORPORATION**, (hereinafter referred to as **HUGHES**), a Delaware Corporation, having its principal place of business in El Segundo, California, is desirous of acquiring the entire and exclusive right, title and interest in, to and under said invention, said application and any and all Letters Patent that may be granted therefor in the United States and throughout the world;

NOW, THEREFORE, in consideration of the obligations voluntarily assumed by me and set forth in an invention agreement between me and my employer, effective the date as stated below next to my name, and other good and valuable consideration, receipt of which is hereby acknowledged, I do hereby sell, assign and transfer to **HUGHES**, its successors, assigns or other legal representatives, the entire and exclusive right, title and interest in and to said invention invented by me, to said application and any and all applications which are continuations, continuations-in- part, divisions or substitutes of said application and any and all Letters Patent that may be granted therefor in the United States and throughout the world on any of said applications and to any and all reexaminations, reissues, renewals or extensions of said Letters Patent in the United States and throughout the world for the full term or terms for which said Letters patent may be granted in the United States and throughout the world; authorize and request The Commissioner of Patents and Trademarks of the United States and all foreign countries to issue all such Letters Patent to said **HUGHES**, its successors, assigns or other legal representatives; covenant that no assignment, sale, agreement, transfer or encumbrance has been, or will be, made or entered into which would conflict with this assignment, sale and transfer; and agree to communicate to **HUGHES**, its successors, assigns or other legal representatives, upon request and at no cost or expense to me, any facts known by me respecting said invention, do all lawful acts, including the execution and delivery of all papers and proper oaths and giving of testimony that is deemed necessary or desirable by **HUGHES**, its successors, assigns or other legal representatives with regard to said invention for protecting, obtaining, maintaining and enforcing any and all of said Letters Patent in the United States and throughout the world for said invention and for perfecting, affirming, recording and maintaining the title of **HUGHES**, its successors, assigns or other legal representatives, and generally cooperate to the fullest extent in all matters pertaining to said invention, and any and all of said Letters Patent and the title thereto in **HUGHES**, its successors, assigns or other legal representatives.


ASSIGNMENT
Page 2 of 2
PD-201151

IN WITNESS WHEREOF, I have executed this instrument.

FULL NAME OF SOLE OR JOINT INVENTOR Ernest C. Chen	INVENTOR'S SIGNATURE	DATE
RESIDENCE (CITY AND STATE) San Pedro, California		INVENTION AGREEMENT DATE August 22, 1978

FULL NAME OF SOLE OR JOINT INVENTOR Tiffany S. Furuya	INVENTOR'S SIGNATURE	DATE
RESIDENCE (CITY AND STATE) Los Angeles, California		INVENTION AGREEMENT DATE

FULL NAME OF SOLE OR JOINT INVENTOR Philip R. Hilmes	INVENTOR'S SIGNATURE	DATE
RESIDENCE (CITY AND STATE) Santa Monica, California		INVENTION AGREEMENT DATE

FULL NAME OF SOLE OR JOINT INVENTOR Joseph Santoru	INVENTOR'S SIGNATURE 	DATE 12/21/01
RESIDENCE (CITY AND STATE) Agoura Hills, California		INVENTION AGREEMENT DATE February 27, 1984

FULL NAME OF SOLE OR JOINT INVENTOR	INVENTOR'S SIGNATURE	DATE
RESIDENCE (CITY AND STATE)		INVENTION AGREEMENT DATE

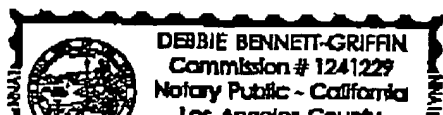
STATE OF CALIFORNIA
COUNTY OF Los Angeles

SS:

On December 21, 2001 before me, Debbie Bennett-Griffin
a Notary Public in and for said State, personally appeared Joseph Santoru

☐ personally known to me or ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Notary Public

Debbie Bennett-Griffin

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of

Los Angeles

} ss.

On December 21, 01 before me, Debbie Bennett-Griffin

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared

Ernest C. Chen

Name(s) of Signer(s)

- ☐ personally known to me
☒ proved to me on the basis of satisfactory evidence



to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity~~(ies)~~, and that by his/~~her~~/their signature~~(s)~~ on the instrument the person~~(s)~~, or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal.

Debbie Bennett-Griffin
 Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached DocumentTitle or Type of Document: Patent Application PD 201151Document Date: 12-21-01

Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer is Representing: _____

RIGHT THUMBPRINT
 OF SIGNER
 Top of thumb here

Delaware

PAGE 1

The First State

I, HARRIET SMITH WINDSOR, SECRETARY OF STATE OF THE STATE OF DELAWARE, DO HEREBY CERTIFY THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF OWNERSHIP, WHICH MERGES:

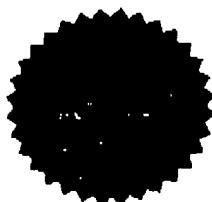
"THE DIRECTV GROUP, INC.", A DELAWARE CORPORATION,

WITH AND INTO "HUGHES ELECTRONICS CORPORATION" UNDER THE NAME OF "THE DIRECTV GROUP, INC.", A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF DELAWARE, AS RECEIVED AND FILED IN THIS OFFICE THE SIXTEENTH DAY OF MARCH, A.D. 2004, AT 2:11 O'CLOCK P.M.

A FILED COPY OF THIS CERTIFICATE HAS BEEN FORWARDED TO THE NEW CASTLE COUNTY RECORDER OF DEEDS.

0844677 8100M

040194381

*Harriet Smith Windsor*

Harriet Smith Windsor, Secretary of State

AUTHENTICATION: 2991223

DATE: 03-16-04

State of Delaware
Secretary of State
Division of Corporations
Delivered 02:11 PM 03/16/2004
FILED 02:11 PM 03/16/2004
SRV 040194381 - 0844677 FILE

CERTIFICATE OF OWNERSHIP AND MERGER**OF****The DIRECTV Group, Inc.****WITH AND****INTO****Hughes Electronics Corporation****(UNDER SECTION 253 OF THE DELAWARE
GENERAL CORPORATE LAW)****It is hereby certified that:**

1. Hughes Electronics Corporation (the "Corporation") is a corporation of the State of Delaware.
2. The Corporation is the owner of all of the outstanding shares of capital stock of The DIRECTV Group, Inc., a Delaware corporation (the "Subsidiary").
3. The Corporation hereby agrees to merge the Subsidiary with and into the Corporation (the "Merger").
4. The following are resolutions adopted by the Board of Directors of the Corporation on March 16, 2004:
 - I. "Approval of Merger of The DIRECTV Group, Inc. with and into the Corporation

RESOLVED, that the Merger shall be effective at the time (the "Effective Time") of the filing of the Certificate of Ownership and Merger with the Secretary of State of the State of Delaware; and

RESOLVED, that pursuant to Section 259 of the DGCL, at the Effective Time, the separate existence of the Subsidiary shall cease, and the Corporation shall continue its existence as the surviving corporation of the Merger; and

RESOLVED, that the appropriate officers of the Corporation be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf the Corporation, to execute and cause to be filed a Certificate of Ownership and Merger with respect to the Merger with the Secretary of the State of Delaware; and

II. Change of corporate name

RESOLVED, that, in connection with the Merger, the Board deems it desirable, advisable and in the best interest of the Corporation and its stockholders to change its corporate name to The DIRECTV Group, Inc., which name change will be effective at the Effective Time; and

RESOLVED, that the proper officers of the Corporation be, and each of them hereby is, authorized, empowered and directed, in the name and on behalf of the Corporation, to take such additional action and to execute, deliver, file, certify and record such additional documents and instruments as any of them may deem necessary or appropriate to implement the provisions of the foregoing resolutions, including the filing of any documents which the Corporation or its counsel deems to be necessary, advisable or appropriate."

5. The Corporation, in connection with the Merger and as the surviving corporation of the Merger, hereby changes its corporate name (the "Name Change") to The DIRECTV Group, Inc. and Article I of the Corporation's Amended and Restated Certificate of Incorporation is hereby amended and restated to read as follows:

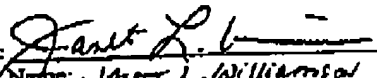
"Article I.

The name of the corporation (hereinafter called the "Corporation") is:
The DIRECTV Group, Inc."

6. The Merger and the Name Change shall be effective at the time of the filing of this Certificate of Ownership and Merger with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has hereunto signed this Certificate of Ownership and Merger as of the 14th day of March 2004.

HUGHES ELECTRONICS CORPORATION

By: 
Name: JANET L. WILLIAMSON
Title: ASSISTANT SECRETARY